



I:

Of:

NI No:

DoB:

Do hereby accept the tenancy of

at £            per week

With effect from **Monday**

and agree to the conditions below:

Signed: ..... Date: .....

### **COUNCIL GARAGES: CONDITIONS OF TENANCY**

The tenancy is a weekly one and shall end on any agreed Monday, provided this is determined by

#### **Four Weeks Notice in Writing (See item16)**

either by the Council or the tenant. In exceptional circumstances a shorter period may be considered. The tenant shall deliver the keys to the Council on or before, but **no later** than Mid-day on the Monday on which the Notice expires.

Termination forms are available from Adur District Council, Ham Road, Shoreham by Sea

1. A **minimum** of four weeks rent must be paid as soon as the Tenancy Agreement is signed. The rent (including any VAT), is due on the first **Monday** of every month from then onwards, and will be collected by monthly Direct Debit.

**Payments must be made in advance and not in arrears.**

2. **Persistent rent arrears will result in Notice to Quit.** This will only be cancelled with the consent of the Council. If it is necessary for the Council to gain entry and change the lock(s) this will be recharged to the Tenant.

3. The tenant shall not sublet the garage.

4. If the tenant wishes to transfer the tenancy to another individual, signatures are required from both parties and will only be agreed subject to the usual authorisation checks and if there is no one on the waiting list.

5. The garage shall normally only be used for the storage of a motor vehicle, or for storage of items of a personal nature (such as garden tools, furniture, household good etc). Some storage of goods used in connection with employer's business may sometimes be authorised. Non authorised storage will result in Notice To Quit.

6. The tenant shall observe and comply with the provisions of the petroleum (Consolidation) Act 1928 and any bylaws and regulations made in relation to storage of petroleum. These regulations prohibit the storage of petrol, oil, gas, paraffin and other inflammable material in any premises without proper licence.

7. The tenant shall not do anything to cause annoyance or nuisance to occupiers of nearby premises, or to other tenants in a Council owned garage.

8. The tenant shall allow the Council's officers, agents, contractors or workforce to enter the garage in order to inspect it and to carry out such works as are considered by the Council to be necessary.

9. The tenant shall be responsible for the cost of repairing any damage to the garage other than arising from normal wear and tear. Any damage to the garage must be reported to the Freephone Repairs number **0800 783 7150** as soon as possible. Upon inspection of the garage at termination, any repairs noticed that had not been reported to the Council, will be charged to the former tenant.

10. The Council will accept no liability whatsoever for any loss or damage to property occurring in a Council owned garage.

11. The tenant shall maintain the garage in a clean and tidy condition and leave it in such a condition at the end of the tenancy and shall not dispose of any oil or other injurious substances in any of the drains or soakaways in the garage compound. Any works due to the tenants misuse or negligence will be recharged.

12. Tenants shall **NOT** park in the compound, unless loading or unloading their vehicle.

13. Neither the garages nor the compound must be used for the repair of vehicles other than the tenant's own. Any tenant who appears to be contravening this condition and repairing cars or carrying on other business from the garage compound will be served with a Notice To Quit.

14. No electricity supply is to be connected to any council owned garage unless approved by the local authority and installed in accordance with such conditions as may be imposed.

15. The tenant must notify the Council of any change of address which occurs during the tenancy. Should the tenant fail to do this, the tenancy will be immediately terminated and the lock will be changed. If the tenant wishes to resume the tenancy all costs will be recharged to them.

**16. Termination will not be effective until the keys are surrendered and a key receipt obtained. Further rent will be due until formal surrender of the keys have taken place. The garage must be completely cleared and swept out before the keys are handed back. Any clearance required after the tenancy has been terminated will be recharged, INCLUDING ANY FLYTIPPED ITEMS.**

**17. The Council has the right to remove and dispose of any good left in the garage at termination.** The council will notify the former tenant and give them 14 days to remove the goods. If after 14 days the goods are not removed the Council will dispose of the goods as it sees fit.

I have read and agree to the conditions as stated above

Signed: ..... Print: .....

Date: .....